

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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CHRISTOPHER A. O'CONNOR,

:

Plaintiffs,

:

STIPULATION

-against-

:

Index No.: 09/1180

GEMINI ASSET RECOVERIES, INC.,
COHEN & SLAMOWITZ, LLP, :

Defendants.

:

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IT IS HEREBY STIPULATED AND AGREED by and between the undersigned as follows:

1. Defendant COHEN & SLAMOWITZ, LLP ("Cohen") contends certain of its internal procedures is proprietary. Specifically, said defendant asserts that certain documents in response to the following request for production request contain proprietary internal procedures, "All documents upon which you base your assertion of bona fide error, including all training manuals, policy manuals and evaluations."¹ Plaintiff disputes this defendant Cohen's assertion. However, in order to resolve the issue, the parties agree to this stipulation.

2. Defendant Cohen shall produce the documents responsive to request # 42. Defendant shall mark as "confidential" the pages it asserts are proprietary internal procedures. ("The confidential documents.") Plaintiff shall maintain the confidential documents in confidence shall produce the confidential documents to any person except:

(a) The Court and Court personnel;

(b) Counsel of record to the parties in this litigation, and the legal associates, and clerical or other support staff who are employed by such counsel and

¹ This is document production request # 42 to Plaintiff's 1st Set of Discovery to Defendant Cohen & Slamowitz.

are assisting such counsel in litigation;

- (c) Court reporters who record deposition or other testimony in this litigation;
- (d) Experts formally retained by parties or their counsel for this litigation.
- (e) The parties in this lawsuit.

3. No provision of this agreement shall limit Plaintiff's right to use the confidential documents in this lawsuit. Without limitation, Plaintiff may use the confidential documents in trial, in deposition, or in motions. Any motion to which the confidential documents are attached shall be filed under seal.

4. This confidentiality agreement is limited in scope to the confidential documents themselves, not the information contained in said documents.

5. Before giving any expert access the confidential documents Plaintiff shall obtain from such expert a written and signed certification wherein such expert shall state that he or she agrees to be bound by the terms of this stipulation. The certification shall be retained by the attorney for the plaintiff until the conclusion of the litigation.

6. Within ninety (90) days of the conclusion of this litigation, and any appeals thereof, Plaintiff has return the confidential documents to defendant Cohen.

7. By this stipulation, the parties do not waive their rights to petition the court to allow unseal documents labeled as confidential.

Dated: Brooklyn, New York
December 21, 2009

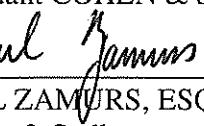
Plaintiff CHRISTOPHER A. O'CONNOR

By: 

Ahmad Keshavarz

THE LAW OFFICES OF AHMAD KESHAVARZ
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Defendant COHEN & SLAMOWITZ, LLP

By: 

KARL ZAMURS, ESQ.

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